

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work incorporated by Clause J.1, Attachment A.

<i><b>Item</b></i>	<i><b>Description</b></i>	<i><b>Reference</b></i>	<i><b>Schedule</b></i>	<i><b>Delivery Method/Addressee(s)</b></i>
1	Services and Deliverables In Accordance With Statement of Work and Task Orders	As defined in individual task orders. Attachment A	As defined in individual task orders.	See Task Order(s)
2	Task Plans	Clauses: B.3 GSFC 52.216-91 H.6 NFS 1852.216-80	14 days after receipt of request for task plan	Electronic Format/Contracting Officer (CO)
3	Monthly Progress Reports	Clause C.2 Attachment C	15 <sup>th</sup> calendar day of each month	Electronic Format/ COR (Code 549); Task Monitor; & CO (letter transmittal only)
4	Final Task Report	Clause C.2	Due 5 days prior to task order end date	Electronic Format/ COR; Task Monitor; CO (letter transmittal only); & Hard Copy/CASI
5	NASA Financial Management Reports	Clauses: G.15 GSFC 52.242-90, G.3 NFS 1852.242-73 Attachment C	Monthly and Quarterly  In Accordance with Attachment C	Electronic Format/ CO; COR; TM; Resource Analyst (Code 549) & Finance Office (Code 155)
6	Requests for Government Property	Clause: G.4 NFS 1852.245-70	30 days prior to approval need date	Hard Copy/CO

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>	<b>Delivery Method/Addressee(s)</b>
7	Reports of Reportable Items NF 1679	Clauses: G.2 NFS 1852.227-70 G.10 NFS 1852.227-72	Interim Reports every 12 months or sooner in order to preserve patent rights in view of the changes to US patent law under the America Invents Act; Final reports shall be issued within 3 months after contract completion	NF 1679 or Electronic Format/CO & New Technology or Patent Representative
8	Safety & Health Reporting	Clauses: H.10 GSFC 52.223-91 H.2 NFS 1852.223-70	Monthly and Annual Reports	Electronic Format /Code 250; & CO
9	PIV Report	Clause: H.8 GSFC 52.204-99	10th calendar day of each month	Electronic Format /COR; & Code 240
10	Equal Opportunity Reports	Clauses: I.45 FAR 52.222-26 I.46 FAR 52.222-35	As Specified	Electronic Format
11	Insurance Notification	Clause: I.120 NFS 1852.228-75	As Required	Electronic Format
12	Subcontract Notification	Clause: I.83 FAR 52.244-2	30 days prior to subcontract award date	Electronic Format/ Contracting Officer (CO)
13	IT Security Management Plan	Clause: I.96 NFS 1852.204-76	30 days after contract award, & annual updates as required	Electronic Format/ Contracting Officer (CO)
14	Organizational Conflicts of Interest Avoidance Plan	Clauses: H.5 NFS 1852.209-71 I.103 NFS 1852.237-72 I.104 NFS 1852.237-73	To be submitted with proposal	Hard Copy Contracting Officer (CO)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

<i>Item</i>	<i>Description</i>	<i>Reference</i>	<i>Schedule</i>	<i>Delivery Method/Addressee(s)</i>
15	Individual Subcontract and Summary Subcontract Reports	Clause: H.11 GSFC 52.219-90	Semiannual Report Due By April 30 & October 30, Final Due per clause H.5	<a href="http://esrs.gov">http://esrs.gov</a>
16	Report of NASA-GSFC Vehicles	Clause: G.16 GSFC 52.245-91	Monthly Report due no later than the 15 <sup>th</sup> day of the month	Electronic Format/Logistics and Transportation Management Branch Code 274 and CO
17	Commercial Program Monthly Status Report	Clause H.12	10th calendar day of each month	Electronic Format/ Contracting Officer's Representative (COR)
18	Financial Reporting of NASA property in the custody of contractors	Clause G.5 NFS 1852.245-73	Annually as required in G.5	Hard Copy Contracting Officer (CO)
19	Transportation Documents for Audit	Clause I.114 GSFC 52.247-67	As Required	Hard Copy Contracting Officer (CO)

(End of clause)

**B.2 GSFC 52.216-90 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (APR 2008)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$1,000,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$250,000,000. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 30% of the original maximum amount.

(End of clause)

**B.3 GSFC 52.216-91 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (APR 2010)**

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in Attachment B, to calculate the proposed estimated costs for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(b) The Contractor’s proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(c) The Government and Contractor agree that the maximum award fee percentage specified in Attachment B shall be used to calculate the maximum available award fee dollars on all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract. The Government shall solely determine the earned award fee under the contract.

(End of clause)

**B. 4 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)**

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(c)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

Incurring costs to date  
Projected cost to completion  
Total cost at completion  
Current negotiated estimated cost  
Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

**B.5 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)**

The estimated cost of this contract is \$(to be negotiated by task order). The maximum available award fee, excluding base fee, if any, is \$(to be negotiated by task order). The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$(to be negotiated by task order).

(End of clause)

**B.6 1852.232-81 CONTRACT FUNDING (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for and covers the following estimated period of performance: TBD.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

(End of clause)

\*TBD – To Be Determined

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide the item or services specified in Section B in accordance with Section J as Attachment A, Statement of Work, and task orders issued here under.

(End of text)

**C. 2    REPORTS OF WORK**

(a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering all tasks active during each month of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems, which may impede performance and proposed corrective action, discussions of the work to be performed and any CONUS/OCONUS trips planned and/or completed during the next monthly reporting period. Trip discussions shall include a description of the following: (1) date(s) of travel; (2) destination; (3) purpose; and (4) costs of travel (i.e. airfare, per diem (hotels/meals), rental vehicles, etc.)

(b) Final Task Report. The Contractor shall submit a final task report that summarizes the results of the entire task work, including recommendations and conclusions based on the experience and results obtained. The final task report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) Submission. The Contractor shall submit the report required by this clause as follows:

[M=Monthly, F=Final]

Copies	Report Type	Addressee	Mail Code
1	M,F	Contracting Officer (letter transmittal only)	210.3
1	M,F	Contracting Officer's Representative (COR)	549
1	M,F	Task Monitor	See Task Order

(e) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report for each task order shall be due the day after task order end date.

(End of text)

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

**SECTION D - PACKAGING AND MARKING**

**D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)**

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, ``Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components'', as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

NOTE: Class I, II, and III designations for Task Order deliverables will be specified in each individual task order at the time of task order issuance. All reports/documentation deliverables specified under Clause B.1, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (MAY 2001)**

**E.2 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)**

**E.3 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

<b>TITLE</b>	<b>NUMBER</b>	<b>DATE</b>	<b>TAILORING</b>
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To be determined on individual task.

(End of clause)

**E.4 GSFC 52.246-93 ACCEPTANCE—LOCATION(S) (APR 2008)**

The Contracting Officer or authorized representative will accomplish acceptance at the NASA Goddard Space Flight Center or other locations a specified in individual task orders. The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

**E.5 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)**

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 6 years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

**E.6 CLAUSES INCORPORATED BY REFERENCE -SECTION E**

Clauses E.1 – E.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION F - DELIVERIES AND PERFORMANCE**

**F.1 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)**

**F.2 RESERVED**

**F.3 GSFC 52.247-94 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (NOV 2012)**

Shipments of the items required under this contract shall be to:

Receiving Officer  
Building 35  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

Marked for: **(To be Specified in each Task Order)**

Technical Officer (Name)	Code
Building	Room
Contract No.	
Item(s) No.	

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If this is a fixed price type contract, delivery--for purposes of the Prompt Payment Act--must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to other than Receiving, Building 35, Code 279, and shipment to that other location has not been authorized by the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result. Shipment to other than Receiving, Building 35, Code 279, will be construed as contract noncompliance.

(End of clause)

**F.4 EFFECTIVE ORDERING PERIOD**

The effective ordering period of this contract is five years from the contract effective date of **TBD**.

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**F.5 PLACE OF PERFORMANCE - SERVICES**

The services specified by this contract shall be performed at the following location(s): GSFC (Greenbelt, MD and Wallops Island, VA); or in accordance with travel to specific locations per individual task orders.

(End of clause)

**F.6 CLAUSES INCORPORATED BY REFERENCE -- SECTION F**

Clause F.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it was given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC),  
Financial Management Division (FMD) – Accounts Payable,  
Bldg 1111, C. Road, Stennis Space Center, MS 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov).

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:  
[Offerors: Please insert your appropriate DCAA mailing office address]

(2) RESERVED

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall forwarded to:

NASA Shared Services Center (NSSC),  
Financial Management Division (FMD) – Accounts Payable,  
Bldg 1111, C. Road, Stennis Space Center, MS 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov). NNG13374674R18

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**G.2 1852.227-70 NEW TECHNOLOGY(MAY 2002)**

**G.3 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING  
(NOV 2004)**

**G.4 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED  
EQUIPMENT (JAN 2011)**

**G.5 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY  
OF CONTRACTORS (JAN 2011)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

**G.6 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)**

**G.7 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)**

**G.8 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (JAN 2011)**

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (FAR 52.245-1), the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management.

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

(End of clause)

**G.9 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (APR 2012)**

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the *performance evaluation plan*. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA Shared Services Center (NSSC) will make payment based on a unilateral modification.

(d) The Contracting Officer may direct the withholding of earned award fee payments until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest relative to an orderly and timely closeout of the contract. This reserve shall not exceed 15 percent of the contract's total potential award fee or \$100,000, whichever is less.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Performance Evaluation Plan (PEP). Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

**G.10 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND  
PATENT REPRESENTATIVE (JUL 1997)**

- a. For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Ownership by the Contractor," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

<b>TITLE</b>	<b>OFFICE Mail CODE</b>	<b>ADDRESS</b>
New Technology Representative	Code 504	NASA – Goddard Space Flight Center New Technology Representative Code 504 Greenbelt, MD 20771
Patent Representative	Code 140.1	NASA – Goddard Space Flight Center Chief Patent Counsel Code 140.1 Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**G.11 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(JAN 2011)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- (1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- (4) Notify the cognizant property custodian, COR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
- (9) Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the



**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

☒ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

☒ (2) Office furniture.

☒ (3) Property listed in Attachment L.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

☒ (4) Supplies from stores stock.

☒ (5) Publications and blank forms stocked by the installation.

☒ (6) Safety and fire protection for Contractor personnel and facilities.

☒ (7) Installation service facilities: IT Services through the Agency Consolidated End-user Services (ACES) contract.

☒ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

☒ (9) Cafeteria privileges for Contractor employees during normal operating hours.

☒ (10) Building maintenance for facilities occupied by Contractor personnel.

☐ (11) Moving and hauling for office moves, movement of large equipment, and delivery of

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

**G.12 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment N of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at Goddard Space Flight Center and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

**G.13 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

**G.14 RESERVED**

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**G.15 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JAN 2012)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

(2) As stated in NPR 9501.2E, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer, Code 210.M  
E-Mail: [Monique.C.Leigh@nasa.gov](mailto:Monique.C.Leigh@nasa.gov)

Contracting Officer's Technical Representative, Code 549  
E-Mail: [Carmin.F.Mattiello@nasa.gov](mailto:Carmin.F.Mattiello@nasa.gov)

Resources Analyst, Code 501  
E-Mail: [Kim.T.Tann@nasa.gov](mailto:Kim.T.Tann@nasa.gov)

Regional Finance Office Cost Team, Code 155.2  
E-Mail: [GSFC-rfocateam@lists.nasa.gov](mailto:GSFC-rfocateam@lists.nasa.gov)

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, "NASA Contractor Financial Management Reporting":

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

**G.16 GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (AUG 2008)**

(a) Authorized users. The installation accountable property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State drivers license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Greenbelt Motor Pool Dispatch Office, Code 279 or to the Wallops WICC Help Desk, Code

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

200.C, as appropriate. The motor pool dispatcher will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:

(1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.

(2) The Motor Vehicle Safety requirements stated in subchapter 3.2 of NPR 8715.3, NASA General Safety Program Requirements.

(3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

**G.17 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS**

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by the Goddard Space Flight Center unless otherwise indicated:

Contracting Officer – 210.M

(End of text)

**G.18 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.
- (d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:
  - (1) Date originally placed in service.
  - (2) Item condition.
- (e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

Receiving Officer  
Building 35  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

- (f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

**G.19 RESERVED**

**G.20 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY—ON-SITE AND OFF-SITE (MAR 2011)**

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (on-site) and at Contractor controlled and managed premises (off-site). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-1, "Government Property"

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

FAR clause 52.245-9, "Use and Charges"

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Provided Equipment"

NASA FAR Supplement clause 1852.245-72, "Liability for Government Property Furnished for Repair or Other Services"

NASA FAR Supplement clause 1852.245-74, "Identification and Marking of Government Equipment"

NASA FAR Supplement clause 1852.245-75, "Property Management Changes"

NASA FAR Supplement clause 1852.245-78, "Physical Inventory of Capital Personal Property"

NASA FAR Supplement clause 1852.245-79, "Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value"

NASA FAR Supplement clause 1852.245-83, "Real Property Management Requirements"

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government Property Furnished Pursuant to FAR 52.245-1"

(d) Clauses applicable only to on-site locations.

FAR clause 52.245-2, "Government Property Installation Operation Services"

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property"

NASA FAR Supplement clause 1852.245-77, "List of Government Property Furnished Pursuant to FAR 52.245-2"

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**G.21 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO  
PROVIDE CONTRACT HISTORICAL DATA (GSFC 52.242-91) (MAR 2011)**

- a. NASA may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, NASA may include historical labor category descriptions, full-time equivalents (FTEs), average weighted direct labor rates, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation of competitive proposals and increase the probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for unrealistic or unsubstantiated pricing materially reduces the risk that cost could become an inappropriate discriminator among competing offerors.
- b. Based on the above, the Contractor shall, within 30 days of a written request from the Contracting Officer, provide and deliver all of the information included in **Attachment P, CONTRACT HISTORICAL DATA**, of the contract.

(End of clause)

**G.22 CLAUSES INCORPORATED BY REFERENCE -SECTION G**

Clauses G.2 – G.4, and G.6 – G.7 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)**

**H.2 1852.223-70 SAFETY AND HEALTH (APR 2002)**

**H.3 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**

**H.4 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE II  
(OCT 2000)**

**H.5 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.

c. The nature of this conflict is:

- (1) The contractor, or first-tier subcontractor, may be tasked to develop statements of work and/or specifications, which may be used in subsequent, competitive acquisitions. The specific nature of any potential or actual conflict that may arise during contract performance will be identified in each individual task order, as appropriate, and
- (2) The contractor, or first-tier subcontractor, may require access to other NASA contractor data.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**H.6 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

**H.7 1852.225-70 EXPORT LICENSES (FEB 2000)**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Goddard Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

**H.8 GSFC 52.204-99 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (APR 2013)**

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment M, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

through 7 in Attachment M for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Representative (COR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided to the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**H.9 GSFC 52.211-95 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (APR 2013)**

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Technical Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

- (1) Harassment and Discrimination Announcements  
<http://eeo.gsfc.nasa.gov/policy.html>
- (2) GSFC Workplace Violence Announcement  
[https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document\\_id=21144](https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144)
- (3) GPR 1600.1, GSFC Security Requirements
- (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1700.8, GSFC Hazard Communication Program
- (8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (9) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
- (10) GPR 1860.1, Ionizing Radiation Protection
- (11) GPR 1860.2, Laser Radiation Protection
- (12) GPR 1860.3, Radio Frequency Radiation Protection
- (13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (14) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
- (15) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

- (16) NPR 3713.3, Anti-Harassment Procedures
- (17) GPD 8500.1, Environmental Policy and Program Management
- (18) GPR 8710.2, GSFC Emergency Management Program Plan
- (19) GPR 8710.7, Cryogenic Safety
- (20) GPR 8710.8, GSFC Safety Program Management
- (21) GPD 8715.1, GSFC Safety Policy
- (22) GPR 8715.1, Processing of NASA Safety Reporting System  
(NSRS) Incident Reports

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

**H.10 GSFC 52.223-91 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (APR 2013)**

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Tel 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and [Jimmy.R.McLaughlin@nasa.gov](mailto:Jimmy.R.McLaughlin@nasa.gov) and entered into IRIS within 24 hours.

This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NASA Incident Reporting Information System (IRIS). Specify incidents (mishaps and close calls), total number of employees working on this contract, and man-hours worked/month. Access to IRIS must be requested through the NASA Access Management System (NAMS) at <https://idmax.nasa.gov>. Until access is approved, use the [Monthly Safety & Health Report Template](#) available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to [Hernan.Castellanos@nasa.gov](mailto:Hernan.Castellanos@nasa.gov).

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**H.11 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS  
(JUL 2006)**

**a. Subcontracting Plan (Contractor)**

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

**b. Subcontracting Plan (Subcontractors)**

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

**c. Individual Subcontract Reports (ISRs)**

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

**d. Summary Subcontract Reports (SSRs)**

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

**e. Subcontractor Reporting**

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**H.12 COMMERCIAL PROGRAM**

This program permits the Contractor to use certain Government installation provided property for purposes other than contract performance, (i.e., non-Government use) pursuant to FAR 45.301(f) and the clause entitled, "Use and Charges," FAR 52.245-9, as incorporated by Section I of this Contract.

Pursuant to NASA FAR Supplement 1845.303, "Use of Government Property for Commercial Work," the Contractor's percentage of non-Government use shall not exceed 25 percent. Actual use shall not exceed 25 percent without the prior approval of the Center Procurement Officer.

The Contractor's use of such property for such purposes shall be subject to the terms and conditions of this Contract, as well as the following terms and conditions. Unless otherwise specifically provided, any inconsistency between the Contract's terms and conditions, and those set forth below shall be resolved in favor of the Contract's standard terms and conditions.

The Government recognizes the benefit it derives from the Contractor's non-Government use of designated property through rental receipts under this Contract and that this benefit through the Contractor's ability to provide non-Government use services to its customers is dependent upon the reliability of the Contractor's access to the designated property. The Government will use reasonable efforts in attempting to mitigate any conflict with the Contract regarding its non-Government use of designated property.

The Contracting Officer shall have the authority at any time to withdraw the permission granted by this program for non-Government use of the designated property, in whole or in part, either due to (1) termination of any portion of this Contract, (2) removal of any designated property from this Contract as Government installation provided property, (3) actual or projected use of any such property for non-Government use which may or will negatively affect performance under this Contract, however such effect need not rise to the level of the Contractor's default with respect to any duty owed under this Contract, (4) any use which adversely affects non-contract Goddard operations, or (5) for the Contractor's failure to comply with any provision of this Contract related to non-Government use, whether or not a material requirement of this Contract.

The listing of facilities and equipment authorized for non-Governmental use under this program is contained in Section J, Attachment L.

The following terms and conditions shall apply to the Contractor's non-Government use of the designated property:

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

1. Non Government use of the designated property may not interfere with the Contractor's performance of any requirements under this Contract nor may it interfere with the Government's right of access to, and use of, said property which the Government hereby reserves. Such requirements include support of work NASA has agreed to perform for other NASA organizations, other Government organizations as well as private organizations. The Contractor may not use any of its non-Government work being performed by such use of the designated property as a basis for challenging the Government's issuance of work directives as being outside the scope of this Contract.
2. The Contractor may exercise its right of non-Government use through subcontractors under this Contract. However, any arrangement with outside customers must reflect the limitations of the Government's liability as set forth herein with regard to all such use. This arrangement shall not be construed as a third party beneficiary arrangement for any subcontractor or customer, and the Contractor shall provide express notice to each subcontractor and customer that the Government bears no liability with regard to any such arrangement
3. The Government shall have no obligation to maintain the operational status of the facilities located at Goddard, as well as the designated property, for purposes of enabling non-Government use at any particular time. The Government will make reasonable effort to notify the Contractor in advance of any condition that may affect its non-Government use, such as, but not limited to, power outages and emergency or unusual facility access restrictions.
4. The Contractor and the COR shall have an obligation to work together to minimize adverse impacts to either party as a result of non-Governmental use of facilities. In the event the Contractor's non-Government use of the designated property adversely affects any Goddard operation, the COR shall notify the Contractor, and the Contractor shall immediately implement the remedial action directed by the Contracting Officer, which may include suspension of the specific non-Government use.
5. The Contractor shall be under no obligation to make any payment to the Government except for its actual non-Government use of the designated property. The Contractor need not request termination of this approval in the event of the absence of non-Government use, although the Contracting Officer may withdraw the subject approval for such lack of non-Government use.
6. The Contractor shall be required to schedule in advance all technical, safety and schedule matters as well as any consumables to be provided by the Government pursuant to Section 9 concerning each non-Government use. The Contractor shall provide monthly status reports to the COR identifying all usage of the designated property, including both Government as well as non-Government use occurring the prior month and that projected in the upcoming month. Additionally, the Contractor



**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

- must provide advance notice necessary to enable such non-Government use, such as, but not limited to, clearances required from Goddard for customer access to the designated property and receipt of the Contractor's customer property necessary for the non-Government use. It is the sole responsibility of the Contractor to make such arrangements and to provide adequate time therefore. While the COR will assist the Contractor with difficulties it may have in making such arrangement with Goddard organizations, the Government specifically declines to warrant the success of any such effort and further shall have no liability for the failure of any such arrangement, regardless of the negligence, gross negligence or willful misconduct of the Government.
7. The Government shall have the right to request revision of any projected schedule and the Contractor shall promptly respond with a revised plan, satisfactory to the Government. The Government shall provide its rationale for requesting revision.
  8. The Government shall not be responsible for enhancement or modification of any of its facilities in order to facilitate the Contractor's non-Government use of the designated property. While the Contractor may submit proposals, which must be fully funded by the Contractor, the Government is under no obligation to approve such proposals. Any consideration of such proposals by the Government must include the purpose for which specific property was provided by the Government for contract performance; augmentation of Government property solely for non-Government use unrelated to contract requirements would not be appropriate.
  9. The Government shall not be responsible for providing any property, such as consumables, necessary for the Contractor's non-Government use of the designated property, except that the Government shall be the only source for providing liquid and gaseous nitrogen, water, heat, and electricity. Furthermore, the Government shall not be responsible for providing any technical expertise or support required by the Contractor for operations of said property or provision of services to the Contractor's customers.
  10. The Government shall have no obligation to protect any non-NASA data related to the Contractor's non-Government use of the designated property. Likewise, in recognition that the Government property is located in areas which are held open for public viewing, Goddard shall have no obligation to protect any data or property from viewing, photographing or other recording by anyone. The Contractor shall be solely responsible for protecting any property or work in process it determines appropriate or necessary to do so.
  11. The Contractor shall indemnify and hold harmless the Government from any third party liability arising under the Federal Tort Claims Act, out of the performance of, or failure to perform, any aspect of the Contractor's non-Government use of the designated property, whether or not caused by the negligence, gross negligence or willful misconduct of employees of the United States. The Contractor shall obtain insurance to cover this liability, as well as the liability established under Section 13

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

- below, naming the Government as an additional insured. Such insurance shall be in accordance with clause I.120 of this Contract entitled "Minimum Insurance Coverage" NFS 1852.228-75. The Contractor shall provide proof of insurance as required by, and for the approval of, the COR prior to undertaking activity required to be covered by such insurance, and proof of insurance each time such insurance is changed or renewed. At any time such insurance shall lapse, the Contractor shall immediately cease activity required to be covered by such insurance. The cost of such insurance shall not be a direct charge to the Contract.
12. The Contractor shall not file any claim against the Government for any matter concerning the performance of, failure to perform, breach or other matter related to, the Contractor's non-Government use of the designated property. The Contractor's sole remedy for any such matter shall be the immediate, unilateral termination of this agreement. The United States shall not be liable for any damage or injury suffered by the Contractor or its representatives, regardless of cause, and the Contractor hereby expressly waives any rights it might otherwise have under the Federal Tort Claims Act in consideration for the Government's agreement to authorize non-Government use. The Contractor shall obtain, in writing, and provide such to the Government in advance of the non-Governmental use being performed, such a waiver of claims against the Government, from each customer, and each entity involved with such customer having an interest in any service provided by the Contractor through its non-Governmental use of any of the said property.
  13. The Contractor shall be liable to the Government for direct damages resulting from any damage to, or loss of, Government property related to its non-Government use of the designated property, unless caused solely by the gross negligence or willful misconduct of Government employees and/or employees of, but excluding the Contractor and its subcontractors and other affiliates, other Government Contractors, subcontractors or other affiliates. The Contractor shall either make payment for replacement or repair of such damaged property in amounts directed by the Contracting Officer, or make other arrangements such as actual repair or replacement in lieu of payment, as directed by the Contracting Officer. Payment shall be due within 30 days of written demand made by the contracting Officer.
  14. Neither the Contractor, its subcontractors, nor its customers may make any representation in any promotional, advertising, or other material which may be construed as an endorsement by the Government of any product or service provided through the Contractor's non-Government use of the designated property, or which may seek to obtain commercial advantage by the fact of Goddard's approval of this arrangement.
  15. The Contractor's non-Government use shall be authorized only to the extent payment is made in advance to the Government. Payment shall be in the form of check made payable to the National Aeronautics and Space Administration, submitted to the Director, Regional Finance Office, Code 151, Goddard Space Flight Center, Greenbelt, MD 20771. The amount of the payment shall be determined using the

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

factors set forth in 16 below. Any adjustment to the payment, as a result of actual cost determined at conclusion of the associated project, shall be accomplished as set forth in 16 below.

16. The Contractor will develop an estimate for each project based on the Contractor's requirements, and submit it in writing to the Contracting Officer's Technical Representative (COR). The cost will be estimated using the following factors:
  - a. Rental
  - b. Maintenance of equipment
  - c. Civil Servant labor costs
  - d. Materials needed (e.g. liquid nitrogen, gaseous nitrogen)
  - e. Center Overhead

The list of authorized Equipment and cost factors are set forth in Attachment L. The Contractor will provide a monthly summary report detailing each non-governmental use, the fees associated with that use, the nature of the use, what facilities were used, reference to waiver of claims against the United States, and information regarding the Customer (Name, Contact, Address). Any changes to the above rates will be executed via a contract modification.

17. Any dispute associated with this clause and/or the Contractor's exercise of its authority for non-Government use of the designated property shall be subject to final decision by the Contracting Officer, which decision shall not be subject to the Disputes clause of the Contract or to any other legal modifications without advance notice.
18. Foreign support and/or access may be allowed only if consistent with law, rule and regulation and only if approved in advance by the COR following the COR's receipt of necessary approvals within NASA.

(End of text)

**H. 13 REPORT OF NASA-GSFC VEHICLES (GSFC 52.251-90) (JUL 2006)**

The Contractor shall prepare a monthly report using GSFC Form 26-5 "Report of NASA/GSFC Vehicles" for each general purpose motor vehicle that is assigned and provided to the Contractor under the terms of this contract. "Assigned" means provided to the Contractor for a period of 30 or more consecutive days.

The report shall be submitted to the Logistics and Transportation Management Branch, Code

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

274, with a copy to the Contracting Officer. The report(s) are due no later than the 15th day of the month following the reporting month.

(End of clause)

**H.14 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [ *Insert date of offer* ] are hereby incorporated by reference in this resulting contract.

(End of clause)

**H.15 RIGHTS IN DATA (GSFC 52.227-99 ) (JUN 2012)**

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATAGENERAL—Alternate II and Alternate III as modified by NASA FAR Supplement 1852.227-14 and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, if applicable, and GSFC 52.227-93.

(End of clause)

**H.16 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (GSFC 52.227-93) (MAR 2008)**

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items):

Any data requested by the Government for any legitimate government use.

(End of clause)

**H.17 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

Clauses H.1 – H.4 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION I - CONTRACT CLAUSES**

**I.1 52.202-1 DEFINITIONS (JAN 2012)**

**I.2 52.203-3 GRATUITIES (APR 1984)**

**I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

**I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE  
GOVERNMENT (SEP 2006)**

**I.5 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)**

**I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR  
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER  
ACTIVITY (JAN 1997)**

**I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
TRANSACTIONS (OCT 2010)**

**I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR  
2010)**

**I.10 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

Paragraph (b)(3) <http://oig.nasa.gov/hotline.html>, Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-001.

**I.11 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)**

**I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER  
CONTENT PAPER (MAY 2011)**

**I.13 RESERVED**

**I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR  
PERSONNEL (JAN 2011)**

**I.15 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER  
SUBCONTRACT AWARDS (JUL 2013)**

**I.16 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**I.17 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR  
PROPOSED FOR DEBARMENT (JUL 2013)**

**I.18 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC  
CORPORATIONS (MAY 2012)**

**I.19 52.210-1 MARKET RESEARCH (APR 2011)**

**I.20 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)**

**I.21 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT  
1997)**

**I.22 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR  
PRICING DATA - MODIFICATIONS (AUG 2011)**

**I.23 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**

**I.24 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA -  
MODIFICATIONS (OCT 2010)**

**I.25 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)**

**I.26 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**

**I.27 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT  
BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**

**I.28 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND  
DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS  
(OCT 2010)**

**I.29 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**

**I.30 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)**

(a)(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

**I.31 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE  
SMALL BUSINESS CONCERNS (JAN 2011)**

[ ] Offeror elects to waive the evaluation preference.

**I.32 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)**

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**I.33 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -  
ALTERNATE II (JUL 2013)**

**I.34 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**

**I.35 52.225-1 BUY AMERICAN ACT - SUPPLIES (FEB 2009)**

**I.36 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) as modified by NFS  
1852.227-17**

**I.37 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION  
(APR 2012)**

The Contractor represents that it \_\_\_\_ is, \_\_\_\_ is **not** a small business concern under NAICS Code 541330 assigned to contract number TBD. (*Contractor to sign and date and insert authorized signer's name and title*).

**I.38 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

**I.39 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work -

**I.40 52.222-3 CONVICT LABOR (JUN 2003)**

**I.41 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -  
OVERTIME COMPENSATION (JUL 2005)**

**I.42 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)**

**I.43 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND  
REMEDIES (MAR 2012)**

**I.44 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

**I.45 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**

**I.46 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**

**I.47 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT  
2010)**

**I.48 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**I.49 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

**I.50 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)**

**I.51 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

**I.52 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)**

**I.53 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**

**I.54 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

**I.55 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)**

**I.56 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

**I.57 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)**

**I.58 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

**I.59 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**

**I.60 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**

**I.61 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007) as modified by NFS 1852.227-11**

(j) Communications. Communications and information submissions required by this clause will be made to the individuals identified in the clause at 1852.227-72, Designation of New Technology Representative and Patent Representative.

**I.62 52.227-14 9 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007)—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007) as modified by NASA FAR Supplement 1852.227-14**

(a) *Definitions.* As used in this clause-

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(vi) or any other legitimate government use

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer and other legitimate government use.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

**Restricted Rights Notice Short Form (Jun 1987)**

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. \_\_\_\_\_ (and subcontract, if appropriate) with \_\_\_\_\_ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of [17 U.S.C. 401](#), it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

- I.63 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)**
- I.64 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)**
- I.65 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012)**
- I.66 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**
- I.67 52.232-17 INTEREST (OCT 2010)**
- I.68 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**
- I.69 52.232-22 LIMITATION OF FUNDS (APR 1984)**
- I.70 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**
- I.71 52.232-25 PROMPT PAYMENT (JUL 2013) – ALTERNATE I (FEB 2002)**
- I.72 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR  
AWARD MANAGEMENT (JUL 2013)**
- I.73 52.233-1 DISPUTES (JUL 2002)**
- I.74 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)**
- I.75 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- I.76 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND  
VEGETATION (APR 1984)**
- I.77 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I.78 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
- I.79 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**
- I.80 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**
- I.81 52.242-13 BANKRUPTCY (JUL 1995)**
- I.82 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II  
(APR 1984)**



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**I.83 52.244-2 SUBCONTRACTS (OCT 2010)**

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: : **Professional and consultant costs as defined in FAR 31.205-33**

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **TBD**

**I.84 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

**I.85 52.245-1 GOVERNMENT PROPERTY (APR 2012)**

**I.86 52.245-9 USE AND CHARGES (APR 2012)**

**I.87 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)**

**I.88 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**

Transportation is for the NASA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government. Transportation is for the NASA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No.[TBD]. This may be confirmed by contacting the responsible 210.M Contracting Officer, Code 210.M, Goddard Space Flight Center, MD 20771

**I.89 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**

**I.90 52.248-1 VALUE ENGINEERING (OCT 2010)**

**I.91 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)**

**I.92 52.249-14 EXCUSABLE DELAYS (APR 1984)**

**I.93 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)**

**I.94 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)**

**I.95 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

**I.96 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**

**I.97 52.232-9 LIMITATION OF WITHHOLDING OF PAYMENTS (APR 1984)**

**I.98 1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)**

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**I.99 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)**

**I.100 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999)**

**I.101 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)**

**I.102 52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS (JUL 2013)**

**I.103 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**

**I.104 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**

**I.105 1852.243-71 SHARED SAVINGS (MAR 1997)**

**I.106 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov> .

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

-

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**I.107 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I.108 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of this contract through five years thereafter (effective ordering period)..

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.109 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$150,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$50,000,000

(2) Any order for a combination of items in excess \$50,000,000 or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.110 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one (1) year from the end of the contractor's effective ordering period.

(End of clause)

**I.111 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

*This Statement is for Information Only:*

*It is not a Wage Determination*

<b>Position</b>	<b>Employee Class</b>	<b>Hourly Wage</b>	<b>Fringe Benefits</b>
Program Manager	GS-15	\$59.30	-See below*
Manager	GS-14	\$50.41	-See below*
Engineer II	GS-9	\$24.74	-See below*
Engineer III	GS-11	\$29.93	-See below*
Supervisor	GS-13	\$42.66	-See below*
Engineer I	GS-7	\$20.22	-See below*
Engineer IV	GS-12	\$35.88	-See below*
Engineer V	GS-13	\$42.66	-See below*
Designer III	GS-11	\$29.93	-See below*
Designer IV	GS-12	\$35.88	-See below*
Computer Programmer IV	GS-12	\$35.88	-See below*
Engineering Technician I	GS-5	\$16.33	-See below*
Engineering Technician II	GS-7	\$20.22	-See below*
Engineering Technician III	GS-9	\$24.74	-See below*
Engineering Technician IV	GS-11	\$29.93	-See below*
Engineering Technician V	GS-12	\$35.88	-See below*
Engineering Technician VI	GS-13	\$42.66	-See below*
Computer Programmer III	GS-11	\$29.93	-See below*
Drafter I	GS-5	\$16.33	-See below*
Drafter II	GS-7	\$20.22	-See below*
Drafter III	GS-9	\$24.74	-See below*
Drafter IV	GS-11	\$29.93	-See below*
Janitor/Clean Room Assistant	WG-2	\$16.13	-See below*
Safety and Health Manager	GS-13	\$42.66	-See below*
IT Manager/Principal Security Engineer	GS-13	\$42.66	-See below*
Network Administrator	GS-12	\$35.88	-See below*
Systems Administrator	GS-11	\$29.93	-See below*
Principal Engineer	GS-14	\$50.41	-See below*

The monetary wages (hourly rates) are computed in accordance with FAR 22.1016(b).

\* Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).

2. Annual Leave: Two hours of annual leave each week for an employee with less than three years of service; three hours of annual leave each week for an employee with three but less than

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

fifteen years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.

3. Sick Leave: Two hours of sick leave each week for all employees.

4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act at 7 percent of basic hourly rate (for temporary employees).

5. Retirement: 7.0 percent of basic hourly rates for employees hired through December 31, 1983. Retirement at 1.3 percent for employees hired between 12/31/1983 and 01/01/1987 or have at least a one year break from retirement coverage starting pre-1984. Retirement at 0.8 percent for employees hired on January 1, 1987, through 12/31/2012. Retirement at 3.1 percent for employees hired after 12/31/2012.

5a. Matching contributions up to 5% for employees hired after 01/01/1987 into a 401K style plan.

6. Medicare: 1.45 percent of basic hourly rates for all employees.

7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of \$113,700.

(End of clause)

**I.112 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL  
SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

**MATERIAL**

(If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to -

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

**I. 113 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (DEC 2006)**

- (a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.
- (b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.
- (c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause.

(End of clause)

**I.114 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT  
(FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

NASA – Goddard Space Flight Center  
Mail Code: 210.3  
Greenbelt, MD 20771  
Contract Number: TBD, ATTN: Monique Leigh

(End of clause)

**I.115 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/far/index.html>. For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

(End of clause)

**I.116 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**I.117 1852.215-84 OMBUDSMAN (NOV 2011) – ALTERNATE I (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

**L.118 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

(1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and  
(2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

**I.119 1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM (MAY 2009)**

(a) Prime contractors are encouraged to participate in the NASA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible protégé entities to enhance their capabilities and increase their participation in NASA contracts.

(b) The Program consists of:

(1) Mentors, which are large businesses and prime contractors with at least one active and approved NASA subcontracting plan;

(2) Protégés, which are subcontractors to the prime contractor. Protégés must qualify as certified small disadvantaged business concerns, women-owned small business concerns, veteran-owned or service-disabled veteran-owned small business concerns, HUBZone small business concerns, Historically Black Colleges and Universities, minority institutions of higher education, meeting the qualifications defined in FAR Part 2, Definitions of Parts and Term, active NASA SBIR Phase II companies or nonprofit agencies employing people who are blind or severely disabled as defined in 41 CFR Chapter 51.

(3) Mentor-protégé agreements endorsed by the cognizant NASA centers and approved by the NASA Office of Small Business Programs (OSBP);

(4) In contracts with award fee incentives, potential for payment of an award fee for voluntary participation and successful performance in the Mentor-Protégé Program, in accordance with NFS 1819.7208.

(c) Mentor participation in the Program, described in NFS 1819.72, means providing technical, managerial and financial assistance to aid protégés in developing requisite high-tech expertise and business systems to compete for and successfully perform NASA contracts and subcontracts.

(d) Contractors interested in participating in the program are encouraged to contact the NASA OSBP, Washington, DC 20546, (202) 358-2088, for further information.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

(End of clause)

**I.120 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

**I.121 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)**

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

**I.122 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS  
SUBCONTRACTORS (AUG 2012) (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**I.123 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of Procurement Officer, NASA Goddard Space Flight Center and shall not be binding until so approved.

(End of clause)

**I.123 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION  
TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED  
BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)**

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

(a) Definitions –

**“Acquire”** means procure with appropriated funds by and for the use of NASA through purchase or lease.

**“Entity owned, directed or subsidized by the People’s Republic of China”** means any organization incorporated under the laws of the People’s Republic of China.

**“Information Technology (IT) System”** means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People’s Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—

- (1) A brief description of the item(s); and
- (2) Vendor/manufacturer’s company name and address;

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this contract:

<b>Attachment</b>	<b>Description</b>	<b>Date</b>	<b>No. of Pages</b>
A	Statement of Work	3/13	32
B	Direct Labor Rates, Indirect Rates, and Award Fee Matrices	6/12	3
C	Financial Management Reporting Requirements	8/13	2
D	Small Business Subcontracting Plan		To be Submitted with Proposal
E	Safety and Health Plan		To be Submitted with Proposal
F	Quality Assurance Plan		To be Submitted with Proposal
G	IT Security Management Plan	30 days after contract award	TBD
H	Organizational Conflicts of Interest Avoidance Plan		To be submitted with Proposal
I	List of Installation-Accountable Government Property (IAGP)	2/13	12
J	U.S. Department of Labor Wage Determination	2/13	1
K	Reserved		
L	List of Fees for Non-Government Use of Facilities	2/13	1

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

<b>Attachment</b>	<b>Description</b>	<b>Date</b>	<b>No. of Pages</b>
M	PIV Card Issuance Procedures	10/12	4
N	Government Furnished Property	2/13	1
O	IT Security ADL	6/13	4
P	Contract Historical Data	4/13	2

(End of clause)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \_\$14M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☒ (i) [52.219-22](#), Small Disadvantaged Business Status.

☒ (A) Basic.

☐ (B) Alternate I.

☐ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

☐ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

☐ (vi) [52.227-6](#), Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

\_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

**K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

**K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION  
(MAY 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name  
and Address of Cognizant ACO or Federal Official Where  
Filed: \_\_\_\_\_



**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and  
Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage**

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\* yes \* no

(End of Provision)

**K.4 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE  
CHANGES (APR 2005)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked “Yes” above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**K.5 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA –  
REPRESENTATION**

(a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of Provision)

**K.6 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE  
ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or  
a SUBSIDIARY of ACORN (DEVIATION) (FEB 2012)**

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

**K.7 1852.209-74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME  
TAX FILING and FEDERAL INCOME TAX VIOLATIONS (DEVIATION) (FEB 2012)**

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

- (b) The offeror's proposal shall include a signed written certification as follows

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution \_\_\_\_\_

**(End of Provision)**

**K.8 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID  
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY  
FEDERAL LAW (DEVIATION) (FEB 2012)**

- (a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

- (b) The offeror represents that –

- (1) It is [ ] is not [ ] a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- (2) It is [ ] is not [ ] a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K.9 1852.225-73 INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE’S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)**

(a) Definitions –

“**Acquire**” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“**Entity owned, directed or subsidized by the People’s Republic of China**” means any organization incorporated under the laws of the People’s Republic of China.

“**Information Technology (IT) System**” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China. By submitting an offer in response to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.

(c) *Representation.* The Offeror represents that any information technology system offered, except those listed in paragraph (d) of this provision, is not produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China.

(d) Information technology system(s) produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China:

ITEM	VENDOR/MANUFACTURER'S COMPANY NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(e) The Contracting Officer will provide the list referenced in paragraph (d) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved may be provided under the contract. The Contracting Officer will advise the Offeror if any items are not approved and may provide the Offeror an opportunity to revise its proposal.

**(End of provision)**

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE**

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)  
52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)  
52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)  
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)  
52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF  
SUBCONTRACT EFFORT (OCT 2009)  
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION  
(FEB 1999)  
52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB  
1993)

**L.2 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG  
2000)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Monique C. Leigh  
Phone: 301-286-2953  
(collect calls not accepted)  
FAX: 301-286-1720

E-Mail: [monique.c.leigh@nasa.gov](mailto:monique.c.leigh@nasa.gov)

\*Address: Goddard Space Flight Center  
Greenbelt, MD 20771  
Attention: Monique C. Leigh, \*Mail Code 210.3

\*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of provision)

**L.3 TYPE OF CONTRACT (52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Award-Fee, Indefinite-Delivery Indefinite-Quantity contract resulting from this solicitation.

(End of provision)

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**L.4 SERVICE OF PROTEST (52.233-2) (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Dock Master  
Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 – Shipping and Receiving Dock  
Prominently mark the envelope or package as follows:  
Protest: Solicitation Number NNG13451194R  
Attention: Monique C. Leigh, GSFC Mail Code 210.3  
Contracting Officer Phone Number: 301-286-2953

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1)  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/Far/>  
NASA FAR Supplement (NFS) clauses:  
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

**L.6 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**L.7 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

**L.8 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71)  
(MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at **FAR 52.222-46**, "Evaluation of Compensation for Professional Employees."

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

- (b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.
- (d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

**L.9 PROTESTS TO NASA (1852.233-70) (OCT 2002)**

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

**L.10 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-80)  
(JAN 2011)**

- (a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245–81, List of Available Government Property.
- (d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245–9, Use and Charges (Aug 2010), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245–70.

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:

**N/A**

(End of provision)

**L.11 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)**

- (a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

**Refer to Attachment N – Government Furnished Property**

- (b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

**None**

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

- (c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

**L.12 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (June 1988)**

Title: NNG13451194R -- Environmental Test and Integration Services

Web Address: <https://foiaelibrary.gsfc.nasa.gov/>

POC: Monique Leigh

POC number: 301-286-2953

Viewing Time: 24 hours

(End of provision)

**L.13 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (APR 2012)**

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A, and Scenario. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

(a) **PROPOSAL FORMAT AND ORGANIZATION**

- (1) Offerors shall submit proposals in four volumes as specified below:

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

<b>Volume</b>	<b>Title</b>	<b>Copies</b>
I	Offer Volume	Original plus 4 Hard Copies and two electronic copies
II	Mission Suitability Volume	Original plus 7 Hard Copies and two electronic copies
III	Cost Volume	Original plus 4 Hard Copies, and one additional copy for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 7 Hard Copies and two electronic copies

(2) Offerors and proposed significant subcontractors for cost proposal purposes defined as any subcontract that is likely to exceed 25% of the proposed contract value shall separately package one (1) additional copy of their Cost Proposal, marked NNG13451194R NASA Proposal Evaluation Material”, for their cognizant Defense Contract Audit Agency (DCAA) office.

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the offeror’s name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the offeror’s proposal, designating one as “back-up,” shall be submitted (in addition to the hardcopies specified above). All volumes shall be prepared using either Microsoft Word (with backwards compatibility for Microsoft Word 2007) or a searchable Portable Document Format (PDF) compatible with Adobe Reader 9. Cost proposal charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2007). Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission.

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(5) The format for each proposal volume shall parallel, to the greatest extent possible,

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of this solicitation, which will be evaluated in accordance with Section M. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) **PROPOSAL CONTENT AND PAGE LIMITATIONS**

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
<b>Offer Volume</b>	<b>I</b>	<b>L.12</b>	<i>None</i>
<b>Mission Suitability Volume</b>	<b>II</b>	<b>L.13</b>	<b>80 Pages</b>
(a) Cover Page, Indices, Total Compensation Plan, Phase-in Plan, Safety and Health Plan, Quality Assurance Plan, and Small Business Utilization Subfactor, List of Acronyms			<b>Excluded</b>
(b) Deviations & Exceptions			<b>Excluded</b>
<b>Cost Volume</b>	<b>III</b>	<b>L.14</b>	<b>Mixed</b>
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment B)			<b>None</b>
(b) Cost Volume Narrative			<b>None</b>
(c) Cost Exhibits			<b>None</b>
(d) Basis of Estimates			<b>25 Pages *</b>
(e) Deviations/Exceptions			<b>Excluded</b>
<b>Past Performance Volume</b>	<b>IV</b>	<b>L.15</b>	<b>Mixed</b>
(a) Information from the Offeror			<b>25 Pages*</b>
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Small Business			<b>Excluded</b>

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
Subcontracting Plan History, Customer Evaluations, Termination/Descope information, and List of Acronyms			
(c) Deviations & Exceptions			<b>Excluded</b>

**\*Includes Prime and each individual significant subcontractor**

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate ringed (or similarly bound) binders. Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, schedules, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

(End of provision)

**L.14 OFFER VOLUME (APR 2012)**

This must be a separate volume.

(a) **STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K**

Blocks 12 through 18 of the SF 33 and the indicated offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Award Management website accessible at <https://www.acquisition.gov> in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that offerors indicate, in Block 12 of the SF 33, a proposal validity period of 390 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to offerors--Competitive Acquisitions," a different validity period may be proposed by the offeror.

(2) Provide the names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT  
TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) **SUMMARY OF EXCEPTIONS**

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical".

Include any new terms, conditions or clauses proposed by the offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an offeror's competitive standing.

(c) **ADDITIONAL INFORMATION TO BE FURNISHED**

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have an adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

(4) Taxpayer Identification Number

Prime offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

(5) Government Property

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the offeror's Government property management procedures. The second provision requires the offeror's to indicate if they intend to use any Government property that may be offered by this solicitation or if the offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

(6) Waiver of Rights to Inventions

This solicitation contains NASA FAR Supplement (NFS) clause 1852.227-70, "New Technology" and NFS provision 1852.227-71, "Request for Waiver to Rights to Inventions". Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

(7) Cost Accounting Standards

State whether the Cost Accounting Standards (CAS) Disclosure Statement represented in Provision K.3, Cost Accounting Standards Notices and Certifications, has, in writing, been determined to be adequate by the cognizant Federal agency official (CFAO), and provide the date of such approval. If your CAS Disclosure Statement is currently not approved or there are some existing CAS non-compliance findings, please provide detailed explanation of the CAS non-compliance issues, corrective action status, and any potential impact on this procurement.

(8) Subcontractor Listing

The offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the offeror's proposal and the subcontract value associated with each entity.

(9) Organizational Conflicts of Interest

In accordance with NFS 1837.203-70, Providing Contractors Access to Sensitive Information, offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. The contractor shall

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

submit with proposal a comprehensive Organizational Conflicts of Interest Avoidance Plan for NASA for approval, which will be incorporated into the contract under Clause J.1, Attachment H, Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.

(End of Provision)

**L.15 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE) (APR 2012)**

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

**1. General Instructions**

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

**2. Mission Suitability Proposal Format**

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

- Subfactor A- Technical/Management Approach
- Subfactor B- Business Approach
- Subfactor C- Small Business Utilization (SBU)
- Offeror Deviations/Exceptions

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**3. Mission Suitability Instructions by Subfactor**

**Subfactor A—Technical/Management Approach**

The following elements of the SOW shall be addressed:

1. Section 1.1.4.2 Mechanical Integration Services for the Advanced Manufacturing Branch Code 547: List, in order of importance, five significant issues that could most impact the success of execution of this portion of the SOW and explain your selections and the rationale for the order in which they are listed. Next, elaborate in detail how your company plans to manage or address each of these issues.
2. Section 1.1.5 Lifting Devices and Equipment (PVS)/ Pressure Vessels and Systems (PVS) – (Recertification): List, in order of importance, five significant issues that could most impact the success of execution of this portion of the SOW and explain your selections and the rationale for the order in which they are listed. Next, elaborate in detail how your company plans to manage or address each of these issues.

The offeror shall address the following scenario in such a manner as to allow the government the greatest insight into the offerors understanding of the technical requirements of the contract. This should include proven, efficiencies, or innovative methodologies including the management area. The offeror's response should maximize technical performance while minimizing costs.

This hypothetical scenario is not expressly connected with any work activity so no cost estimates should result from this portion of the offeror's proposal.

Any assumptions and rationale made in preparing a response to these questions must be clearly stated.

**Scenario:**

A science mission with very high international visibility is building up their spacecraft at NASA Goddard in a class 10,000 cleanroom. One of the phases of the buildup is the integration of a contamination and Electro Static Discharge (ESD) sensitive optical science instrument. As part of the Environmental Verification Plan, a complete environmental flight qualification-testing program must be successfully completed. The finished product being a fully integrated flight qualified spacecraft ready for delivery to the launch site.

1. Assume a 1-year period for integration and qualification testing.
2. Assume all integration and testing requirements are done at the subsystem and system level.
3. The instrument weighs 300 pounds and the spacecraft weighs 4500 pounds total.
4. Assume a "low risk" program. Meaning that the mission must have the highest probability for success.
5. The Goddard Environmental Verification Specification (GEVS) GSFC-STD-7000 should be used as a reference.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**Task A**

From the perspective of the ETIS contractor, your task is to list in order of importance five top management and five top technical issues that could most impact the success of this integration and qualification testing program. Explain your selections and the rationale for the order in which they are listed. Next, elaborate in detail on how your company plans to manage or address each of these issues.

**Task B**

Based upon the above scenario, explain in detail your plans to monitor and control costs during the execution of this Integration and Testing program scenario. Identify and explain the five biggest challenges to the success of your plans. Please elaborate on your strategy to manage or address these challenges.

The offeror shall identify the most significant potential risks under this contract and also describe the risk management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work, unique to the offeror's chosen approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

**Subfactor B-- Business Approach**

Describe the organizational structure, policies, procedures, and techniques for efficiently managing the proposed work.

Discuss interrelationships of technical management, business management, and subcontract management. All interfaces with NASA personnel must be clearly delineated. Include an organizational chart that identifies where this contract fits in the corporate structure. Also provide an organizational chart for this program identifying all managerial positions by title.

Provide a detailed description of the responsibilities and authorities for the overall management of this contract, from lower levels through intermediate management to top-level management. The offeror should include such elements as the span of control, degree of autonomy, and lines of communication for all levels of proposed management. The plan should also discuss the processes for resolving priority conflicts for resources and functions within the organization. All interfaces with GSFC personnel and subcontractors must be clearly delineated.

The management strategy shall contain an in-depth discussion of the independence and autonomy of the Program Manager, clearly stating the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. The plan shall describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract. Describe the Program Manager's support staff (delineating the span of control and duties of other personnel who have supervisory responsibilities) and demonstrate capability to operate as a team.

Describe the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control such as personnel, finances, and facilities.

If subcontractors are proposed, identify their interfaces to your organizational structure and provide:

- 1) The basis for selection of the subcontractor
- 2) The nature and extent of the work to be performed by the subcontractor
- 3) The benefits of these arrangements to the Government
- 4) Methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance.

Describe the procedures for determining applicability of subcontracting, if any, and for managing subcontracts. The offeror's planned usage, if any, of subcontracting agreements shall be addressed. For any subcontracting agreements the offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

The offeror shall describe its approach of using award fee as an incentive to maximize performance during the contract period.

The offeror shall provide a detailed phase-in plan that addresses, at a minimum, the offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 60-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period.

The 60-day phase-in period will be accomplished through the issuance of a separate firm fixed price contract vehicle.

The offeror shall provide a complete staffing plan that shows how it will fill the staff

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

requirements identified in the organization chart. Consolidations, improvements, and other changes shall be explained in detail with a clear, convincing rationale for every action. The staffing plan shall describe how the offeror intends to staff this effort and how the approach will allow the offeror to meet the requirements of this contract. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ.

Corporate resources are to be defined in terms of staffing, corporate support, facilities and equipment, including relevance, sufficiency, and availability (either internal and/or external to the contractor) for use under this requirement. Offerors shall address the availability of funding and other financial resources available for this effort. The offeror shall describe the corporate resources available to enhance technical, operational, and management performance.

Task orders will be issued in accordance with the Task Ordering Procedure clause in Section H of this RFP. Detail your process for responding quickly and efficiently to requests for task plans. Detail your plans for organizing, assigning staff, tracking, and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost. The offeror shall describe what management expertise their firm brings to understanding and managing multiple tasks and performance-based contracts of this magnitude. The offeror shall describe the how they will plan to meet the requirements of the fluctuations in the workload.

The offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must:

Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the Exhibit 10 "Fringe Benefit Chart", the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include Exhibit 10 but should reference where the information appears in the Cost Proposal.)

Provide supporting data, such as recognized national, regional, and local compensation surveys

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The offeror shall describe any new or innovative methods, techniques or technologies. The offeror shall fully describe each method, technique or technology and explain how they impact the performance of the SOW under the proposed contract. Efficiencies should be quantified where possible. The proposed approach should also include a discussion of the personnel categories proposed under the contract and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner for any approach implementing innovative methods, techniques or technologies. All discussions must be clear and concise and refer to the appropriate SOW activity. The offeror shall describe whether they are willing to be contractually obligated to perform any of the proposed innovations within the proposed contract cost.

The offeror shall submit a written Quality Assurance Plan (QAP) that shall identify the offeror's approach to ensuring quality services throughout the duration of the contract. Specifically, the offeror shall identify in the plan the procedure for continually monitoring, surveilling, identifying and correcting deficiencies. The QAP shall describe the offeror's method (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided. The QAP will be incorporated into the contract as an Attachment.

The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements."

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

The offeror's plan shall address their approach to handling the hazardous materials identified in Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3--Alternate I), if applicable.



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**Subfactor C-Small Business Utilization (SBU)**

All offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All offerors are required to complete the instructions regarding the Commitment to Small Businesses.

**(a) Small Business Subcontracting**

**Small Business Subcontracting Plan (the Plan) Required by the FAR:**

(1) This solicitation contains FAR clause 52.219-9--Alternate II, "Small Business Subcontracting Plan". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(2) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of the IDIQ MAXIMUM ORDERING VALUE, is as follows:

Small Businesses (SB)	20%
Small Disadvantaged Business Concerns (SDB)	5%
Women Owned Small Business Concerns (WOSB)	3%
Historically Black Colleges and Universities (HBCU)	.5%
HUBZone Small Business Concerns (HBZ)	.5%
Veteran Owned Small Business Concerns (VOSB)	2.5%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	1.5%

(3) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. When appropriate, an offeror may discuss plans to phase-in small business concerns, explaining the rationale for the phase-in schedule. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(4) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, offeror's must perform an independent

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

assessment of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.

(5) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(6) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph a) (2) above in terms of percent of the IDIQ MAXIMUM ORDERING VALUE. NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the offeror plans during performance to increase participation in that category.

(7) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 52.219-9--Alternate II, offeror's shall complete Exhibit 12, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the offeror's proposed goals, by small business category, expressed in terms of both a percent of the \$250M IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF THE IDIQ MAXIMUM ORDERING VALUE.

Example of Subcontracting Goals as expressed in both the IDIQ MAXIMUM ORDERING VALUE and Subcontract Value for a IDIQ MAXIMUM ORDERING VALUE of \$100M and estimated subcontracts of \$50M.

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
<b>Category</b>	<b>Percent of \$100M Value (\$25M/\$100M)</b>	<b>Total Small Business Subcontracting Value in Dollars</b>	<b>Percent of Small Business Subcontracting Value (\$25M/\$50M)</b>
Small Business Concerns	25 percent	\$25,000,000	50 percent

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent

The Offeror proposes small business subcontracting goals as a percentage of the IDIQ MAXIMUM ORDERING VALUE in column A.

Then based on the IDIQ MAXIMUM ORDERING VALUE, the resulting statement of dollars that the offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9--Alternate II, would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9--Alternate II would be recorded in column C.

**(b) Commitment to the Small Business Program**

- (1) All offerors must briefly describe work that will be performed by small businesses. Information could also include the identification of any work to be subcontracted considered “high technology.” High Technology is defined as research and development as it pertains to fabrication, testing and qualification efforts that are within or advance the state-of-the-art in technology discipline which is performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.
- (2) If the subcontractor(s) is known, offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments).(Small business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)
- (3) All offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of your submitted Small Business Subcontracting Plan. Small Business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(4) The NASA Mentor-Protégé Program is designed to incentivize NASA large prime contractors to assist a small disadvantaged business (SDB), a women-owned small business (WOSB), a HUBZone small business, a veteran-owned or service-disabled veteran-owned small business, an historically black college and university (HBCUs), and minority institution of higher education (MIs) in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime's planned participation in the NASA Mentor Protégé Program.

**4. Deviations\Exceptions (Mission Suitability Proposal)**

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

**L.16 COST VOLUME (JUNE 2013)**

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

**1. Instructions**

An important prerequisite for the award of the contract is the prime offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to exceed 25% or more of the Government Pricing Model (GPM) total estimated cost. A proposed significant subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall provide one separately packaged copy of their cost proposal marked for their cognizant DCAA auditing office with their proposal. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror's approved accounting system, clearly

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

indicate how program management costs will be captured and charged on a task by task basis during performance of the contract.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors, shall submit the other than cost or pricing data described in Section 2 below.

## **2. Cost Proposal Format**

### **(a) DIRECT AND INDIRECT RATE SUBSTANTIATION**

Any Offeror proposing to use the incumbent non-exempt workforce under the Collective Bargaining Agreement (CBA) must use the average incumbent CBA labor rates provided in Enclosure C for those labor categories for which rates are available to develop the proposed estimated cost, escalating the rates by 4% per year. For labor categories for which no incumbent labor rates were provided or for those labor categories to be filled with other than incumbent labor, provide the basis for the direct labor rates proposed. If salary surveys were used as the basis for the direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. Provide a detailed narrative explaining the basis of the rates. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited.

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost (ODC) in all task orders. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

### **(b) DIRECT LABOR RATES, INDIRECT RATES MATRIX**

The prime offeror shall propose unburdened direct labor rates for all non-management labor categories in **Exhibit 2A** and all management and administrative labor categories in **Exhibit 2B**, clearly delineating on-site and off-site rates, and then loaded in accordance with the contractor's accounting system. The offeror's award fee rate shall be used to calculate the award fee for performing all task orders issued under the resultant contract. The rates (direct and indirect) in **Exhibits 2A and 2B** must be consistent with those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES**. Also, in **Attachment B**, the

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

offeror shall include a fully-loaded direct labor rate matrix for each subcontractor or team member expected to exceed 25% of the GPM total estimated cost of the contract.

**(c) GOVERNMENT PRICING MODEL (GPM)**

***To be completed by the Prime Offeror ONLY***

**Exhibit 1A** contains the Government Contract Non-Management Direct Labor Categories the Government considers essential to perform task orders under this contract. The Prime Offeror **ONLY** shall complete **Exhibit 1A**. “Government Pricing Model,” for each Contract Year. **The Prime Offeror shall include in Exhibits 1A and 1B all Subcontractors, regardless of dollar value, expected to perform under this contract.** The Prime Offeror shall complete this exhibit in accordance with the following:

- At the top of **Exhibit 1A**, the Prime Offeror shall insert the Prime Offeror loadings (bid indirect rate(s) and/or fee(s) in **Exhibit 1A**. that will be applied to the Subcontractor(s) Government Contract Non-Management Direct Labor Loaded Rates in accordance with the prime’s approved accounting system. Specify the Element of Cost (e.g., Material Handling and/or G&A and/or Fixed Fee) and the proposed Contract Year rate for each Element of Cost (indirect rates must match the respective Contract Year indirect rates in **Exhibits 5 and Attachment B**).
- In **Exhibit 1A**, the Prime Offeror shall insert the Prime Loaded Rate and/or Subcontractor Loaded Rate(s) for each respective Government Contract Non-Management Direct Labor Category into the respective categories. These loaded rates must match the Loaded Government Contract Non-Management Direct Labor Rates from the Prime and all Subcontractors in the **Exhibit 2A** workbooks. The Prime Offeror may modify **Exhibit 1A** to delete or add additional Subcontractor columns, if necessary.
- Using the respective Prime Offeror loadings specified at the top of **Exhibit 1A**, the Prime Offeror shall calculate and insert the “Sub Loaded Rate w/Prime Loading” rates for each Subcontractor by Government Contract Non-Management Direct Labor Category. For example, if the Subcontractor’s Loaded Rate is \$100 and the Prime Offeror’s bid loadings are G&A at 10% and Fixed Fee at 8%, the Sub Loaded Rate w/Prime Bid Loadings rate will be \$118.80 [(\$100 \* 110%) \* 108%].
- For each Government Contract Non-Management Direct Labor Category in **Exhibit 1A**, the Prime Offeror shall insert the percentage of anticipated effort to be performed by the Prime and/or each Subcontractor. The Prime plus all Subcontractors Percent of Effort **must** total 100% for each Government Contract Non-Management Direct Labor Category.
- The Prime Offeror shall then add the results of multiplying the respective Percent of Effort against the Prime Loaded Rate and each Sub Loaded Rate w/Prime Loading Rate(s) to derive at the Total Composite Contract (Prime/Sub) Non-Management Loaded Rate for **each and every** Government Contract Non-Management Direct

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

Labor Category in **Exhibit 1A**.

- The Total Composite Contract (Prime/Sub) Non-Management Loaded Rates in **Exhibit 1A** for each Government Contract Non-Management Direct Labor Category shall be multiplied against the respective Government estimated direct labor hours for each Government Non-Management Direct Labor category set forth in **Exhibit 1A** to derive the Total Government Non-Management Direct Labor Costs for each Category plus the overall Subtotal Government Non-Management Direct Labor Costs. **THERE MUST BE A COMPOSITE RATE TOTALING 100% FOR EACH AND EVERY GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT LABOR CATEGORY IN **EXHIBIT 1A**. IN ADDITION, THE GOVERNMENT ESTIMATED NON-MANAGEMENT DIRECT LABOR HOURS PROVIDED FOR EACH LABOR CATEGORY IN **EXHIBIT 1A** SHALL NOT BE CHANGED.**
- The labor hours in the GPM are based on a 40-hour work week with no uncompensated overtime. Unless specified, the hours are consistent each year throughout the period of performance.
- The Prime Offeror shall complete the OFFEROR CONTRACT/MANAGEMENT/ADMINISTRATIVE HOURS/COSTS Section of Exhibit 1A, filling in all anticipated program management and administrative support required for this effort and direct charged via Offeror (and/or subcontractor, if applicable) labor categories and hours (**Exhibit 2B**) in addition to any labor-oriented recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with **Exhibit 7**. The Prime Offeror shall then add all of the management and administrative proposed labor costs and labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Management/Administrative Costs. **For the purposes of bidding, all Management shall be proposed onsite and Administration Costs shall be assumed offsite.**
- The Prime Offeror shall complete the OFFEROR NON-LABOR RECURRING ODCS AND COST-ESTIMATING RELATIONSHIP COSTS Section of Exhibit 1A, filling in all Non-labor recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with **Exhibit 7**. The Prime Offeror shall include the rate, how it was applied at a contract level, any further loadings and fee applied, and the resulting cost. The **Exhibit 1A** columns and formatting may be adjusted in this area as necessary to achieve clarity. The Prime Offeror shall then add all of the non-labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Non-Labor Recurring ODCs and Costs Estimating Relationship Costs.
- The Offeror shall complete **Exhibit 1B** Government Pricing Model Grand Total Summary – Bid Rates. The Grand Total Government Pricing Model value is a summation of the Subtotal Government Non-Management Direct Labor Costs (Onsite and Offsite), the Subtotal Offeror Labor-oriented Management and Administrative Costs and Subtotal Non-Labor Recurring ODCs and Cost Estimating Relationship Costs in **Exhibit 1A**.



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**(d) OFFEROR TO GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT  
LABOR CONVERSION**

Offerors and **all** Subcontractors (regardless of dollar value) included in **Exhibit 1A** shall complete **Exhibits 2A**, Offeror to Government Contract Non-Management Direct Labor Conversion. This exhibit shows how the Offeror's and Subcontractors' individual direct labor categories/rates are proportioned and converted to the Government Contract Non-Management Direct Labor Categories. **Exhibit 2A** summarizes the unburdened direct labor rates, bid indirect rates, and award fee rate used to derive each Loaded Government Contract Non-Management Direct Labor Category Rate used in **Exhibit 1A**. Offerors and subcontractors shall complete a separate **Exhibit 2A** for each performance site onsite, for which they are providing Government Contract Non-management Direct Labor using the applicable bid rates for each site. Offerors should note that **Exhibit 2A** is not site-specific. When completing this form, Offerors must specify the applicable site (on-site, off-site,) and provide rates only for those labor categories specified in Exhibit 1A for the site indicated. (For instance, Offerors should only propose a rate for the Engineer I in the Exhibit designated "On-site" since no "off-site" hours are specified for this position.)"

For each Government Contract Non-Management Direct Labor Category, a composite rate can be comprised of no more than 3 labor categories. If a composite rate is comprised of more than 2 labor categories, the composite rate shall not contain any labor category with less than 30% of anticipated effort.

**(e) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR**

All Prime Offerors must complete and submit **Exhibit 2B**, Offeror Management and Administrative Labor, for all Offeror proposed management and/or administrative labor categories included in **Exhibit 1A**. If any Subcontractor management and/or administrative labor categories are also proposed in **Exhibit 1A**, the respective Subcontractor shall also complete and submit **Exhibits 2B**. The Loaded Management/Administrative Bid Labor Rates derived in **Exhibit 2B** must match the Prime Offeror and/or Subcontractor Loaded Management/Administrative Bid Labor Rates used in **Exhibit 1A and Attachment B, if applicable**.

For Exhibit 2B, Offerors will note that all Management categories shall be proposed using on-site rates and all Administrative categories shall be proposed using off-site rates.

**(f) GOVERNMENT PRICING MODEL EXPRESSED IN ELEMENTS OF COST**

All Prime Offerors shall complete **Exhibit 3**, Government Pricing Model by Elements of Cost, to include Direct Labor Hours, Direct Labor Dollars, Fringe Benefits (if separate), Overhead, Other Direct Costs, G&A and Award Fee. The Grand Total of **Exhibit 3** shall match the Grand Total of Exhibit 1B. Offerors may adjust the elements of cost to be consistent with your current accounting system.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

**(g) BASIS OF ESTIMATES (BOE)**

At the contract level, the Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the Program Management and Administrative Support and subcontracting. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal.

For Program Management and Administrative Support, explain in detail how it is estimated. If direct, explain the estimating approach and assumptions (direct labor rates, hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.

Describe how subcontracts were estimated and how determined reasonable. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided by that significant subcontract following the above specified format.

**(h) CONTRACT SOURCE OF PERSONNEL**

**Exhibit 4** shows the offeror's plans to obtain the required personnel at a contract level. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired for the first contract year.

**(i) CONTRACTOR FISCAL YEAR TO CONTRACT YEAR RATE CONVERSION EXHIBITS**

**Exhibit 5** summarizes the Contractor's **bid** rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor's Fiscal Year and approved accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 2** of **Attachment B** Direct Labor Rates, Indirect Rates, and Fee Matrices.

**(j) EXPENSE POOLS:**

**Exhibit 6-A Overhead Expense Pool**

**Exhibit 6-A** shows the details of the expenses in the overhead pool by contractor fiscal year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract.

If more than one overhead pool is proposed, a separate **Exhibit 6-A** shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

explanation and basis of rates.

**Exhibit 6-B General and Administrative (G&A) Expense Pool**

**Exhibit 6-B** shows the details of the expenses in the G&A pool by contractor fiscal year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract.

If more than one G&A pool is proposed, a separate **Exhibit 6-B** shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

**(k) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)/COST ESTIMATING RELATIONSHIPS (CERs)**

Offerors shall complete **Exhibit 7** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your approved accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions. Please note that the Recurring ODCs and Cost Estimating Relationships listed and shall match those proposed in **Section 3 of Attachment B**, Direct Labor Rates, Indirect Rates, and Fee Matrices.

**If all recurring ODCs are included in your indirect expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert “NONE” in this exhibit.**

**(l) PHASE-IN PLAN**

Offerors shall propose price associated with the 60 day phase-in period. **Exhibit 8** shall be used to state the proposed price for the phase-in, which is expected to commence at contract award. **Exhibit 8** will provide a breakdown of proposed Phase-in.

**(m) PRODUCTIVE WORK YEAR CALCULATIONS**

**Exhibit 9** summarizes the Contractor’s productive work year calculation. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

**(n) FRINGE BENEFITS EXHIBITS**

As addressed in the Mission Suitability Proposal instructions (Subfactor B, Business Approach), the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

amount of that contribution as a percentage of the total cost of the benefit in **Exhibits 10A and 10B**, Fringe Benefits Chart. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.

**(o) DCAA/DCMA INFORMATION**

Offerors shall complete **Exhibit 11A and 11B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provided is current and accurate.

The offeror is requested to provide information on relevant DCAA audits, including DCAA audit report numbers, the contracting office that requested the audit, and the name and contact information of the Contracting Officer.

**(o) SMALL BUSINESS SUBCONTRACTING PLAN GOALS**

As addressed in the Mission Suitability Proposal instructions (Subfactor C), the offeror shall complete **Exhibit 12**, which provides a breakdown of the offeror's proposed goals, by small business category, expressed in terms of both a percent of the TOTAL IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. The proposed dollar value cited in both columns of **Exhibit 12** shall be the same only the percentages will be different.

**3. Deviations/Exceptions (Cost Volume)**

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

**L.17 PAST PERFORMANCE VOLUME (MAR 2012)**

An offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

**(a) INFORMATION FROM THE OFFEROR**

Prime offerors shall furnish the information requested below for all of your most recent contracts

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

(completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$13M that your company has had within the last 5 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$12.5M. The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above 25% for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Indicate the primary functions (SOW, WBS, etc) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the offeror. The offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

**The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:**

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. *(Please verify the telephone*

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

*numbers provided are current and correct).*

- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the contract was \$43,500,000.

In this example, an offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).
- Statement of contract past safety performance and a record of your company's OSHA recordable injuries and illnesses for the past 3 years.
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) *PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)*

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit 12 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center  
Attn: Monique C. Leigh, Code 210.3  
Bldg. 5, Rm. W009  
Greenbelt, MD 20771  
Telephone: 301-286-2953  
FAX: 301-286-1720

The offeror shall include a list of those to whom the questionnaires were sent, including name of

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the offeror.

(c) **SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)**

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

**L.18 PROPOSAL MARKING AND DELIVERY (NOV 2012)**

Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.

**1. External Marking of Proposal Package(s)**

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

"Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 — Shipping and Receiving Dock  
Solicitation Number NNG13451194R  
Attn: Monique C. Leigh  
Building 25, Room N-040

**PROPOSAL--DELIVER UNOPENED"**

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 35 SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."

**2. Designated Receiving Office**

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 35, Goddard Space Flight Center, which must be accessed via the access road off of Good Luck Road and requires entry via the security guard gate. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

The Building 35 Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 35 Shipping and Receiving Dock after entering the Building 35 security gate. All deliveries are subject to GSFC Security screening.

**3. Methods of Proposal Delivery**

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail  
Commercial Delivery Service  
Delivery by company employee or other individual agent

**It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.**

If proposals are going to be delivered by a company employee or other individual that does not currently have badged access to Goddard Space Flight Center:

- a. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- b. If the Solicitation documentation is not provided or the proposal packages are not properly marked, the driver will not be allowed access to make the delivery. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services is highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

**[END OF SECTION L]**

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY**

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement:

None

(End of text)

### **M. 2 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JUL 2009)**

#### **1. Source Selection**

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

#### **2. Evaluation Factors and Subfactors**

The evaluation factors are Mission Suitability, Cost/Price, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

#### **3. Relative Order of Importance of Evaluation Factors**

The Cost/Price Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost/Price Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

(End of provision)

**M.3 MISSION SUITABILITY FACTOR (JUN 2012)**

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the offeror and evaluated by NASA. The offeror's justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements.

**1. Mission Suitability Subfactors and Description of Each Subfactor**

**Subfactor A—Technical/Management Approach**

For SOW Sections 1.1.4.2 and 1.1.5, the offerors list, in order of importance, of the five significant issues that could most impact the success of execution of these portions of the SOW will be evaluated for reasonableness. The Government will evaluate the reasonableness of the rationale for the order in which they are listed. The Government will evaluate the effectiveness of how your company plans to manage or address each of these issues.

In response to the scenario, the offeror's understanding of the technical requirements of the contract will be evaluated for reasonableness and effectiveness. The Government will evaluate the effectiveness of the offeror's proven efficiencies, or innovative methodologies including the management area. The Government will evaluate the effectiveness of the offeror's approach to maximizing technical performance while minimizing costs.

The Government will evaluate the reasonableness of any assumptions and rationale made in preparing a response to the scenario.

**Task A**

The Government will evaluate the reasonableness of the five top management and five top technical issues that could most impact the success of this integration and qualification testing program. The Government will evaluate the effectiveness and efficiencies of how your company plans to manage or address each of these issues.

**Task B**

The Government will evaluate your plans to monitor and control costs during the execution of this Integration and Testing program scenario for reasonableness. The Government will

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

evaluate the five biggest challenges to the success of your plans and your strategy to manage or address these challenges for effectiveness and efficiencies.

The government will evaluate the reasonableness and effectiveness of the Offeror's identification and response to potential risks under this contract. This includes evaluation of the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

**Subfactor B-- Business Approach**

The Government will evaluate the organizational structure, policies, procedures, and techniques for effectiveness.

The Government will evaluate interrelationships of technical management, business management, subcontract management and the organizational chart for efficiencies and clarity.

The Government will evaluate the responsibilities and authorities for the overall management of this contract, from lower levels through intermediate management to top-level management for effectiveness and efficiencies. The Government will evaluate elements as the span of control, degree of autonomy, and lines of communication for all levels of management and the processes for resolving priority conflicts for resources and functions within the organization as well as all interfaces with GSFC personnel and subcontractors for effectiveness and efficiencies.

The Government will evaluate the management strategy and the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources for reasonableness and effectiveness. The Government will evaluate the plan and the degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract for reasonableness. The Government will evaluate the Program Manager's support staff (delineating the span of control and duties of other personnel who have supervisory responsibilities) and demonstrate capability to operate as a team for reasonableness.

The Government will evaluate the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control such as personnel, finances, and facilities for effectiveness and reasonableness.

If subcontractors are proposed, the Government will evaluate the identified interfaces to your organizational structure as well as the following for effectiveness:

- 1) A separate organization chart for each subcontractor
- 2) The basis for selection of the subcontractor

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

- 3) The nature and extent of the work to be performed by the subcontractor
- 4) The benefits of these arrangements to the Government
- 5) Methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance.

The Government will evaluate the procedures for determining applicability of subcontracting, if any, and for managing subcontracts for effectiveness. The Government will evaluate any planned usage, if any, of subcontracting agreements for effectiveness and reasonableness. For any subcontracting agreements the Government will evaluate the functional areas and functional split of responsibilities including the potential percentages of work to be performed for effectiveness. The Government will evaluate the plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract for effectiveness and efficiencies.

The Government will evaluate the effectiveness of the offeror's approach of using award fee as an incentive to maximize performance during the contract period.

The Government will evaluate a phase-in plan that addresses, at a minimum, the offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 60-day phase-in period for effectiveness and reasonableness. The Government will evaluate the phase-in plan to ensure that it clearly demonstrates the ability to assume full contract responsibility on the effective date of the contract for effectiveness. The Government will evaluate how the phase-in plan's ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel for reasonableness. If the effort involves onsite performance, the Government will evaluate their preparation for the timely processing of the Personal Identify Verification (PIV) requirements for effectiveness. If the phase-in plan assumes any dependency upon the incumbent contractor, the Government will evaluate for reasonableness. The Government will evaluate the extent of involvement of NASA personnel during this period for effectiveness.

The Government will evaluate the staffing plan that shows how it will fill the staff requirements identified in the organization chart for effectiveness and reasonableness. The Government will evaluate consolidations, improvements, and other changes shall be explained in detail with a clear, convincing rationale for every action for effectiveness and reasonableness. The staffing plan will be evaluated on how the offeror intends to staff this effort and the approach the offeror will use to meet the requirements of this contract for effectiveness. The staffing plan will be evaluated for the comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources and recruitment of staff for reasonableness.

The government will evaluate corporate resources such as; staffing, corporate support, facilities and equipment, including relevance, sufficiency, and availability (either internal and/or external to the contractor) for use under this requirement for effectiveness and reasonableness. The Government will evaluate the availability of funding and other financial resources available for this effort for reasonableness. The Government will evaluate the corporate resources available to enhance technical, operational, and management performance for effectiveness.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

The Government will evaluate the process for responding quickly and efficiently to requests for task plans for effectiveness. The Government will evaluate your plans for organizing, assigning staff, tracking, and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost for effectiveness and efficiencies. The Government will evaluate management expertise their firm brings to understanding and managing multiple tasks and performance-based contracts of this magnitude and how they plan to meet the requirements of the fluctuations in the workload for effectiveness and efficiency.

The Government will evaluate the Offeror's total compensation plan to determine if it reflects a sound management approach and understanding of the Contract requirements. The total compensation plan will be evaluated for the Offeror's ability to provide uninterrupted high-quality work. The total compensation plan, including "Fringe Benefit Chart," will be evaluated for its expected impact on recruiting and retention and its realism. The Plan will be evaluated to determine if the compensation levels proposed reflect a clear understanding of the work to be performed and that the capability of the proposed compensation is structured to obtain and keep suitably qualified personnel to meet mission objectives. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

The Government will evaluate supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure for reasonableness.

The Government will evaluate new or innovative methods, techniques or technologies and any method, technique or technology and the impact the performance of the SOW under the proposed contract for effectiveness and efficiencies. The personnel categories proposed under the contract and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner will be evaluated by the Government.

The offeror Quality Assurance Plan (QAP) will be evaluated for completeness and effectiveness. The offeror's approach to ensuring quality services throughout the duration of the contract will be evaluated to ensure that the organization's methods are adequate. The Government will evaluate the plan and procedure for continually monitoring, surveilling, identifying and correcting deficiencies for effectiveness. The Government will evaluate for efficiencies and effectiveness the offeror's method (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met.

The offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

The offeror's plan for handling hazardous materials identified in the Section I, "Hazardous

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

Material Identification and Material Safety Data” (FAR 52.223-3—ALTERNATE I) clause will be evaluated for responsiveness and compliance.

**Subfactor C – SMALL BUSINESS UTILIZATION (SBU)**

The evaluation of Small Business Subcontracting Plan, as required by FAR clause 52.219-9-- Alternate II, “Small Business Subcontracting Plan,” applies to all Offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all Offerors.

**(a) Small Business Subcontracting**

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror’s proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The offeror’s Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements. NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. The evaluation of the Small Business Subcontracting Plan will be on the basis of IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS.

(2) For purposes of small business that are not required to submit subcontracting plans, NASA will evaluate the amount of work proposed to be done by a small business either at the prime level or at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer’s assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

**(b) Commitment to Small Businesses**

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is defined as “high technology”. High Technology is defined as research and development (to include fabrication, testing and qualification) efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists. NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business offerors, NASA will evaluate this only if there subcontracting opportunities exist.)

(3) NASA will evaluate the offeror’s established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. (For large businesses offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business offerors, NASA will

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

evaluate this only if subcontracting opportunities exist.)

(4) NASA will evaluate the offeror's participation and/or proposed participation in the Mentor Protégé program and their planned commitment to enter into mentor-protégé agreements to provide appropriate developmental assistance to enhance the protégé's ability to perform successfully under contracts and/or subcontracts.

## **2. Evaluation Findings**

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

Strength (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

## **3. Weights and Scoring**

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

Points	
Subfactor A-Technical/Management Approach	650
Subfactor B- Business Approach	250
Subfactor C-Small Business Utilization	100

<b>Total</b>	<b>1000</b>
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The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor



**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

The Mission Suitability evaluation will include the results of any cost realism analysis. The realism of proposed costs may significantly affect the offeror's Mission Suitability score.

(End of provision)

**M.4 COST/PRICE EVALUATION FACTOR**

The proposed costs of the Government Pricing Model and the rates proposed in Attachment B, Direct Labor Rates, Indirect Rates and Award Fee Matrices, will be assessed to determine reasonableness and cost realism. The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B). Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost".

Both the "proposed and probable cost" will reflect the offeror's proposed fee amount. Any proposed fee is not adjusted in the probable cost assessment.

The total FFP Phase-In price and the proposed and probable Government Pricing Model evaluated cost (including proposed fee amount) will be presented to the Source Selection Authority as well as any cost risk associated with the proposal.

(End of text)

**M.5 PAST PERFORMANCE EVALUATION FACTOR (MAR 2012)**

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least \$13M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$12.5M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least 25% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

**Environmental Testing and Integration Services (ETIS) II  
NNG13451194R**

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror’s relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a moderate level of confidence that the Offeror will successfully perform the required

**Environmental Testing and Integration Services (ETIS) II**  
**NNG13451194R**

effort.

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

**[END OF SETION M]**